

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

**SUNQUEST PROPERTIES, INC. and
COMPASS POINTE APARTMENTS PARTNERSHIP**

PLAINTIFF

VS

CIVIL ACTION NO. 1:08-CV-692-LTS-RHW

**NATIONWIDE PROPERTY AND CASUALTY
INSURANCE COMPANY; NATIONWIDE MUTUAL
INSURANCE COMPANY; NATIONWIDE MUTUAL
FIRE INSURANCE COMPANY; and
JOHN DOES 1-5**

DEFENDANTS

MOTION TO WITHDRAW APPRAISAL

MAY IT PLEASE THE COURT:

Plaintiffs, Compass Pointe Apartments Partnership and Sunquest Properties, Inc. (“Insureds”) file this Motion to Withdraw Appraisal. Insureds respectfully set forth the following facts in support of this Motion:

1. As the Court is aware, it ordered Insureds and defendant, Nationwide Property and Casualty Insurance Company (“Nationwide”), to submit the loss in this matter to appraisal on August 18, 2009.
2. On March 9, 2010, the Court upheld Insureds’ decision to name Lewis O’Leary its appraiser. In the same order, the Court named Mr. John Voelpel umpire.
3. Following virtually identical orders in *Sunquest Properties, Inc., et al. v. Nationwide Property and Casualty Insurance Company, et al.*, No. 1:08-CV-687-LTS-RHW (“*Carriage House*”), Mr. Voelpel was named umpire in that dispute.
4. On March 22, 2010, Mr. Voelpel rendered his appraisal opinion in *Carriage House*. On the same day both Mr. David Horton, Nationwide’s appraiser, and Mr. O’Leary informed Mr.

Voelpel that they did not agree with his estimate. By letter March 24, 2010, Mr. Voelpel informed the Court of this disagreement.

5. The issues and facts of this matter are substantially similar to those of the *Carriage House* matter.

6. Tens of thousands of dollars will be spent by the parties in completing the appraisal in this matter. Insureds see no reason why this appraisal will have a different outcome than the appraisal in *Carriage House*, in which no decision by the appraisal panel was reached.

7. Accordingly, Insureds wish to withdraw their request for appraisal in this matter in order to preserve the resources of the parties.

8. Due to the nature of this motion, Insureds respectfully request that the Court waive the requirements of Uniform Local Rule 7.2(D).

Respectfully submitted,

/s/ Nathan M. Gaudet

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**Attorney for plaintiffs, Sunquest Properties, Inc.
& Compass Pointe Apartments Partnership**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading has this date been electronically filed using the CM/EFC service which will notify counsel of record via electronic mail of this filing.

New Orleans, Louisiana, this 29th day of March, 2010.

/s/ Nathan M. Gaudet

Nathan M. Gaudet